

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: April 24, 1997

INVITATION FOR BIDS

NO. IFB-97-191-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

TUBERCULOSIS DRUGS

DEPARTMENT OF HEALTH
TUBERCULOSIS/HANSEN'S DISEASE CONTROL BRANCH

will be received up to and opened at 2:00 p.m.

on

May 13, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.
Carolayne Yamashita at telephone (808) 586-0566, facsimile (808) 586-
0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

TUBERCULOSIS DRUGS
FOR THE DEPARTMENT OF HEALTH
TUBERCULOSIS/HANSEN'S DISEASE CONTROL BRANCH
IFB-97-191-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish and deliver the following Tuberculosis Drugs, for the Department of Health, Tuberculosis/Hansen's Disease Control Branch.

<u>Description</u>	<u>Est'd Qty</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Est. Total Amount</u>
1. Myambutol, 4000 mg, 1000 tablets per bottle Manufacturer: _____ NDC No.: _____	96	Btls	\$ _____	\$ _____
2. Myambutol, 100 mg, 100 tablets per bottle Manufacturer _____ NDC No.: _____	240	Btls	\$ _____	\$ _____
3. Pyrazinamide, 500 mg, 500 tablets per bottle Manufacturer _____ NDC No.: _____	96	Btls	\$ _____	\$ _____

ESTIMATED TOTAL BID: \$ _____

Bidder shall indicate below the Name and Address where purchase orders should be mailed:

Name: _____

Address: _____

Bidder's representative in Hawaii who will provide prompt contract administration.

Name: _____

Address: _____

Telephone No.: _____ FAX No.: _____

Offeror: _____

Furnish three (3) references who have used and/or are currently using the proposed product; at least three (3) references should be State, County or Municipal public health agencies. The State reserves the right to contact any of the listed references to inquire about the bidder's product, service, etc.

	<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Offeror_____

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Tuberculosis Drugs for the Department of Health (DOH), Tuberculosis/Hansen's Disease Control Branch, shall be in accordance with these Special Provisions and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is a question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve those questions prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

TERM OF CONTRACT

Contract shall be for a twelve (12) month period beginning December 1, 1996 and ending November 30, 1997 and may be extended by mutual agreement in writing for twelve months for a total contract period not to exceed five (5) years.

OFFICER-IN-CHARGE

For the purpose of this contract, Dr. Philip Bruno, Tuberculosis/Hansen's Disease Control Branch, DOH, telephone number (808) 832-5731, is designated Officer-in-Charge.

STATE'S COMMITMENT

In return for prices submitted, the Department of Health, Tuberculosis/Hansen's Disease Control Branch, will purchase all of their requirements of the products listed herein from the successful low bidder.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid price shall be based on delivery to destination, include all applicable taxes, freight charges, and all other costs incurred. Bid price shall be the all-inclusive cost to the State and no other charges will be honored. Bids subject to any price increase during the contract period will not be considered.

Multiple or Alternate Bids. An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS, at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Manufacturer/Product Name and NDC No. Bidder shall specify manufacturer or product name and NDC No. on the spaces provided on Offer Form page OF-2. Failure to do so or the inclusion of remarks such as "as specified" may be cause for rejection of bid. If manufacturer or product name is missing from the proposal, the State will not be able to determine if bidder's drug is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

QUALITY OF SUPPLY

Tuberculosis Drugs shall meet the standards and regulations established by the U.S. Food and Drug Administration (FDA).

QUALITY OF SUPPLY (continued)

Packaging and Expiration Date. All drugs must be packaged in a manner that will afford reasonable protection against moisture, contamination and tampering. Item must be furnished in manufacturer's original unopened package or container. Expiration date of drugs shall be not less than one (1) year from the date of delivery. Packages shall be properly identified with the lot number including the expiration date of the drugs.

No payment, whether partial or final shall be considered to be an acceptance of unacceptable supplies.

Contractor shall be responsible for all freight and delivery charges of rejected/returned items.

QUANTITIES

Quantities listed herein are estimates for the twelve-month period specified. No guarantee to purchase the exact amount listed is intended or implied.

The State shall have the right to purchase smaller or larger quantities at the prices quoted herein. The Contractor, however, may at his option, request approval from the Procurement Officer to terminate the contract when accumulated purchases for the line item exceed 125% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases, by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from the date of receipt of the written request by the State Procurement Office. The Contractor shall honor all orders placed prior to the effective termination date.

EVALUATION AND AWARD

To be considered for award bidders are required to furnish unit prices for Items 1, 2 and 3.

Award, if made, shall be to the responsive and responsible bidder submitting the lowest total bid price for all items specified herein.

CONTRACT EXECUTION

Successful bidder(s) shall receive a Notice of Award which will indicate the item(s) which the respective successful bidder(s) has been awarded.

This method of award does not waive compliance with Specifications, Special Provisions and General Terms and Conditions of this bid.

ORDERING

During the term of the contract, the OIC, Tuberculosis/Hansen's Disease Control, DOH, will issue purchase orders for the items herein.

DELIVERY

Delivery shall be made within ten (10) working days from receipt of purchase order to the following location:

Department of Health
Tuberculosis Branch
1700 Lanakila Ave.
Honolulu, HI 96814

Attention: Mr. Albert Miyamoto
Phone No.: 832-5731

RETURNS FOR CREDIT OF MERCHANDISE

Item(s) meeting the following criteria shall be exchangeable or creditable at the purchase price.

1. Items in original unopened package, in accordance with Contractor's returned goods policy which shall be at least one year.
2. Any product that arouses questionable physical properties or therapeutic activities. The State reserves the right to return such product to the manufacturer's Quality Control Section for credit or immediate replacement, or to submit samples of the product to a competent independent laboratory for assay. Return of such product shall not require prior notification to the Contractor.

Manufacturers requiring return merchandise approval or authorization forms prior to return of outdated merchandise shall promptly furnish such forms to the State through their local representative. Failure of local representative to provide prompt service in this respect shall result in return of outdated merchandise to the manufacturer without prior approval.

INVOICING

Original and three copies of the invoice shall be sent to the delivery address above.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion on contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103.10, as amended.

PAYMENT (continued)

The State will not recognize any requirement established by the Contractor and communicated to the State after award of contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FEDERAL FUNDS

It is covenant and agreed by and between the parties hereto that, as to the portion of the obligation under this contract to be payable out of federal funds, this contract shall be construed to be an agreement to pay such portion to the contractor only out of federal funds to be received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

LIQUIDATED DAMAGE

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages are fixed at the sum of TWENTY DOLLARS (\$20.00) for each and every calendar day the Contractor is delinquent in the completion of the required contract delivery as established in the clause entitled "Delivery".

FAILURE TO DELIVER

Contractor shall be obliged to deliver product awarded in this contract in accordance with terms and conditions herein. If a Contractor is unable to deliver the product(s) under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver a acceptable substitute at the price quoted herein. It shall be the Contractor's responsibility to obtain such substitute. In the event any contractor consistently needs to substitute product(s), the State reserves the right to terminate the contract and/or to initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| | (check | only |
| | | |
| one) | | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

